

## **LICENSE RENEWAL AGREEMENT**

### **TWC Proposal**

AGREEMENT made as of this 5th day of January 2011, between the TOWN OF RICHMOND ("Town") and Time Warner Entertainment-Advance/Newhouse Partnership d/b/a Time Warner Cable, through its Albany Division, having an office and principal place of business at 1021 High Bridge Road, Schenectady, NY 12203.

WHEREAS, the Company has applied to the Town for a renewal of its License granting it the right to construct and operate a cable television system within the geographical boundaries of the Town; and

WHEREAS, the Company is providing such service to the Town pursuant to a License dated October 1, 1997 and

WHEREAS, on November 3, 2010, the Town held a full public hearing affording due process to consider the renewal of the cable television License to the Company under the franchising procedures of Chapter 166A of the General Laws of the Commonwealth of Massachusetts ("Chapter 166A"); and

WHEREAS, the technical and financial ability and character of the Company were considered and approved at such hearing; and;

WHEREAS, this proposed License agreement complies with the standards of Chapter 166A; and

WHEREAS, by resolution of the Town dated November 3, 2010 the Selectmen granted a non-exclusive cable television License to the Company upon the terms hereinafter set forth;



NOW, THEREFORE, in consideration of the mutual conditions and covenants contained herein:

IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1. Short Title

This License shall become known and may be cited as the "Town of Richmond Cable Television License".

Section 2. Definitions

For the purpose of this Agreement the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number; and vice versa. The word "shall" is always mandatory and not merely directory.

(A) "Agreement" means this contract and its provisions.

(B) "Town" shall mean the Town of RICHMOND organized and existing under the laws of the Commonwealth of Massachusetts..

(C) "Cable service" means

- (1) the one-way transmission to subscribers of (a) video programming, or
- (b) other programming service, and
- (2) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service;

(D) "Cable television system" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a



facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such facility shall be considered a cable system to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(E) "Gross Revenues" shall mean any and all revenues as determined in accordance with GAAP received by the Company, its affiliates, subsidiaries, parents, directly or indirectly, from subscribers, advertisers or other users of the Cable Television System in connection with the operation of the Cable Television System to provide cable service within the Town, including, but not limited to, any and all sums received from subscribers or users in payment of installation charges and for programs received (whether as part of basic service, pay cable service or otherwise) and/or transmitted, advertising revenue, and any other monies on which cable franchise fees can be imposed consistent with federal and state laws and regulations but not including any taxes on services furnished by the Company imposed directly on any subscriber or user by any governmental unit and collected by the Company for such governmental unit. "Gross Revenues" shall include monies received by the Company which are attributable to franchise fees to the extent consistent with applicable law. Gross Revenues shall not include revenues of any



affiliate, subsidiary, parent, to the extent that such receipts are also included in the Gross Revenue of the Company.

(F) "FCC is the Federal Communications Commission.

(G) "License" shall mean and include any authorization granted hereunder in terms of License, right, privilege and non-exclusive authority to construct, erect, operate and maintain, in, upon, along, across, above, over and under the streets, alleys public ways, public places now laid out or dedicated, and all extensions thereof, and additions thereto in the Town, a system of poles, wires, cables, underground conduits, manholes and other conductors and fixtures necessary to maintain and operate a Cable Television system in the Town.

(H) "Person" shall mean any person, firm, partnership, association, corporation, company or other organization of any kind.

(I) "Subscriber" shall mean any "person" so described in subpart (H) above who purchases or is authorized to receive cable service from the Company.

### Section 3. Grant of Non-Exclusive Cable Television License

There is hereby granted by the Town to the Company the non-exclusive License, right, privilege, authority, easement and license to construct, erect, suspend, install, renew, maintain and operate throughout the entire Town in, upon, along, across, above, over and under the streets, alleys, easements, public ways and public places as now laid out or dedicated, and all extensions thereof, and additions thereto, in the Town a system of poles, wires, cables, underground conduits, ducts, trenches, conductors, amplifying equipment, manhole fittings and any and all other fixtures, appliances and appurtenances necessary for the installation, maintenance and operation in the Town of a Cable Television system.



This Agreement shall further include the License, right, privilege, easement, and authority to construct, erect, suspend, install, lay, renew, repair, maintain and operate such poles, wires, cables, underground conduits, manholes, ducts, trenches, fixtures, appliances, and appurtenances for the purpose of distribution of cable service to inhabitants both within and beyond the limits of the Town. Without limiting the generality of the foregoing, this non-exclusive License shall and does hereby include the right, in, over and upon the streets, sidewalks, alleys, easements (including public utility easements) where such easements have been granted by the Town, public grounds and places in the Town for the purpose of installing, erecting, operating or in any other way acquiring the use of, as by leasing, or licensing, all poles, lines and equipment necessary to operate a Cable Television system and the right to make connections to subscribers, the right to repair, replace and enlarge and extend said lines, equipment and connections, and to maintain and use the same for the purpose of transmitting and distributing cable services. The right granted for the purposes herein shall be non-exclusive.

If the Town grants a cable television License to another operator which overall provides greater benefits to or imposes lesser burdens on the other operator than this License overall, the Town agrees to amend this License to overall provide such greater benefits or lesser burdens to the Company

Notwithstanding any other provision in this License: In the event any change to local, state or federal law occurring during the term of this License eliminates the requirement for any persons desiring to construct, operate or maintain a cable system in the Town to obtain a License from the Town for the construction, operation or maintenance of a cable system, then, Grantee shall have the right to terminate this License



and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this License pursuant to this provision, this License shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing License agreements to continue until the date of expiration provided in any existing License. Grantee shall remain subject to all applicable laws and regulations with respect to abandonment of service. Furthermore, in the event any change to local, state or federal law occurring during the term of this License materially alters the regime of cable franchising applicable to any persons desiring to construct, operate or maintain a cable system in the Town in a way that reduces the regulatory or economic burdens for such person, then, at Grantee's request, the Town shall agree with Grantee to amend this License to similarly reduce the regulatory or economic burdens on Grantee. It is the intent of this section that, at Grantee's election, Grantee shall be subject to no more burdensome regulation or provided lesser benefits under this License than any other persons that might construct, operate or maintain a cable system in the Town.

This License is for the corporate limits of the Town and for any areas henceforth added thereto during the term of this Agreement which hereinafter shall be known as the License Area.

#### Section 4. Effective -Date and Term - Removal

(A) The term of this agreement is 10 years from the effective date hereof, which is January 18, 2011. At the end of said ten (10) year term, the License may be renewed pursuant to the applicable provisions of the Cable Act which are incorporated herein by reference.



(B) Upon expiration and subsequent failure to renew the License or in the event of termination or revocation of this Agreement, the Company at its sole cost and expense and upon direction of the Town, shall remove the cables and appurtenant devices constructed or maintained in the public rights-of-way in connection with the services authorized herein.

Section 5. Compliance with Applicable Law and Exercise of Reasonable Police Powers

(A) The construction, maintenance and operation of the Company's Cable Television System shall be subject to all lawful police powers and regulations by the Town to the extent not inconsistent with the provisions of this Agreement. The Town shall have the power at any time to order and require the Company to remove and abate any pole, tower, wire, cable, electronic conductor or other structure or facility that is dangerous to life or property upon reasonable demonstration thereof and the giving of appropriate written notice, and in the event the Company, after written notice, fails or refuses to act, the Town shall have the power to remove or abate the same at the expense of the Company.

(B) The Town shall have the right to adopt, in addition to the provisions contained in this Agreement and existing applicable laws, such additional regulations as it shall find necessary from time to time in the exercise of its police power; provided, however, that such regulations are not materially in conflict with the provisions of this Agreement.



#### Section 6. Conditions of Street Occupancy

(A) Any work which requires the disturbance of any street or which will interfere with traffic shall not be undertaken without prior permission and approval of the manner of doing the work by the Town, as required for other utilities.

(B) No poles, underground conduits or other wire-holding structures shall be erected by the Company without the prior approval of the appropriate Town official through established permit procedures to the extent that same now or hereafter may exist, with regard to the location, height, type and any other pertinent aspect of such wire holding facilities; however, such approval may not unreasonably be withheld. The Company shall have the right to attach its wires to existing poles owned by the Town or any agency of the Town without payment of additional annual rental fees to the Town provided the Company obtains any generally applicable permits and shall pay in advance for all costs of rearrangement of existing wires necessary to achieve clearances as specified by the National Electrical Safety Code.

(C) All structures, lines and equipment erected by the Company within the Town shall be so located as to cause minimum interference with the proper use of streets, alleys, easements and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places. Existing poles, posts and other such structures of the electric power company or any telephone company or any other public utility which may be available to the Company on reasonable terms and conditions shall be used to the extent practicable in order to minimize interference with travel. Where both



power and telephone utilities are placed underground, the Company's cable shall also be placed underground.

(D) The Company shall have the right and authority to remove, trim, cut and keep clear trees and bushes upon and overhanging all streets, alleys, easements, sidewalks and public places in the Town so as to keep same clear of poles, wires, cables, conduits and fixtures. Forty eight hours prior to commencing any tree trimming, the Company will inform in writing affected landowners and the Town official designated by the Town to monitor the Company's construction activities.

(E) In the case of any disturbance of pavement, sidewalk, driveway or other surfacing, the Company shall, at its own cost and expense in a manner provided and approved by the Town official designated by the Town, and within 30 days replace and restore all paving, sidewalk, driveway or surfacing so disturbed in as good condition as before said work was commenced. In the event that any municipal property is damaged or destroyed in the course of operations of construction by the Company, such property shall be repaired or replaced by the Company within 30 days and restored to serviceable condition. The Company will provide notice to the Town, as generally required, before commencing any disturbance of such surfacing.

(F) All Company structures, lines, equipment and connections, in, over, under and upon streets, sidewalks, alleys and public ways and places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, substantial condition and in good order and repair.

(G) The signal of any audio or video service carried on the Cable Television System shall be carried without material degradation in quality within the limits imposed



by the technical state of the art, and as set forth by the FCC and any applicable technical regulations of General Laws 166A. The Cable Television System shall be operated so that there will be no interference with television reception, radio reception, telephone communications, or other installations which are now installed and in use by the Town or any person in the Town.

#### Section 7. Service Area and Line Extension

(A) Throughout the term hereof, the Company shall extend the Cable Television System to all areas of the Town that are contiguous to the existing service area and contain at least twenty (20) residential dwelling units per cable mile. No contributions in aid of construction shall be required of residents in such areas.

Density per cable mile shall be computed by dividing the number of Residential Dwelling Units in the area by the length, in miles or fractions thereof, of the total amount of aerial or underground cable necessary to make service available to the Residential Dwelling Units in such area in accordance with Grantee's system design parameters. The cable length shall be measured from the nearest point of access to the then-existing system, provided that the extension is technically feasible from that point of access, and located within the Public Rights-of-Way. The total cable length shall exclude the drop cable necessary to serve individual Subscriber premises.

(B) In any area containing less than 20 residential dwelling units per cable mile, the Company shall have the right to extend service thereto, and it shall be entitled to and shall receive from each Subscriber therein, as a condition precedent to its obligation to commence construction, a contribution-in-aid-of construction in such amount as shall be determined by the line extension formula below.



Line extension area shall be any area within the Licensed area which does not meet the density standard of this section. Service will not be denied to potential subscribers located in line extension areas who are willing to contribute to the cost of construction in accordance with the following formula:

$$\frac{C}{LE} - \frac{CA}{P} = SC$$

C equals the cost of construction of new plant; CA equals the average cost of construction per mile in the area where Licensee is obligated to provide cable service without a contribution in aid of construction; P equals the minimum number of dwelling units per mile which would require the Licensee to provide service without a contribution in aid of construction; LE equals the number of dwelling units requesting service in the line extension area; SC equals subscriber contribution in aid of construction in the line extension area.

(i) Whenever the potential subscriber located in a line extension area requests a service, the Licensee will, within thirty (30) days of the request, conduct a survey to determine the number of potential subscribers located in the line extension area and shall inform each of the potential subscribers of the contribution in aid of construction that may be charged. The Licensee may require pre-payment of the contribution in aid of construction. The Licensee will provide line extensions within ninety (90) days after all necessary agreements, easements, and pole licenses have been issued, subject to special circumstances.

(ii) The contribution in aid of construction shall be in addition to the standard installation charge.

#### Section 8. Facilities and Equipment

(1) Parental control devices capable of preventing individual channels from being viewed shall be made available to all subscribers at cost. There will be no



additional charge to the subscriber if the device is already part of the converter or descrambler provided to other similarly situated subscribers.

(2) All signals, transmitted by broadcast and cable television program services, which are directly related to such program services such as stereo transmissions, closed captioning and alternative audio signals, shall be passed through the Cable Television System to subscribers as required by Federal regulations.

(3) The Company shall at all times use materials and equipment of good and durable quality and all work involved in the construction, installation, maintenance and repair of the Cable Television System throughout the term of this agreement shall be performed in a safe, thorough and reliable manner.

(B) At the written request of the Town, the Company shall provide a single outlet of Basic Service(s) to each school, firehouse and municipally-owned building which is occupied for governmental purposes provided the point for connection of such wire to the institution shall be serviceable by a standard drop. The Town may extend such service to additional outlets at its expense, with the express written consent of the Company.

In consideration of the Company's commitment to provide free service to public facilities as set forth above, the Town agrees to cooperate with Company in its pursuit and any investigation of abuse and or theft of cable service at such facilities. The Town acknowledges that in the event such abuse and or theft is discovered, company shall have the right to suspend or discontinue the provision of free service to any offending and/or all facilities contemplated by this section.



## Section 9. Customer Service and Protection

(1) The Company shall maintain the system to meet all technical requirements of the FCC.

(2) The Company shall perform such tests of the performance of its system as may be required by FCC regulations and shall be responsible for the costs of such tests. In addition, where the Town reasonably has questions about the Company's compliance with standards set forth in this Agreement, the Town shall have the right and authority to require the Company to test, analyze and report on the performance of that portion of the Cable Television System. Where such questions arise the Company shall fully cooperate with the Town in performing such testing and shall prepare the results and a report if requested, within thirty (30) days after notice. Such report shall include the following information:

- (a) the nature of the complaint or problem which precipitated the special tests;
- (b) the component or area tested;
- (c) the equipment used and procedures employed in testing;  
(date test equipment was last calibrated)
- (d) the method, if any, in which such complaint or problem was resolved; and
- (e) any other information pertinent to said tests and analysis which may be required.

The Town may require that tests be observed by a Town staff member or its representative. If a test shows that the Company is in compliance with License standards,



the Town shall bear the cost of such testing; if the test shows the Company is not in compliance, the Company shall bear the cost of such testing.

(3) The Company shall maintain a local or toll free, telephone number for complaints or questions about the service.

#### Section 10. Public, Educational and Government Access Channels and Service

The Company shall provide three (3) access channels(s) designated for non-commercial public, educational and governmental use, which may be shared with other communities served by the same system.

#### Section 11. Indemnification and Insurance

(a) The Company shall indemnify and hold harmless the Town from all liability, damage and cost or expense to the extent arising from claims of injury to persons or damage to property occasioned by reason of any conduct of the Company, its employees or agents undertaken pursuant to this License. The Town shall promptly notify the Company of any claim for which it seeks indemnification; afford the Company the opportunity to fully control the defense of such claim and any compromise, settlement, resolution or other disposition of such claim; and fully cooperate with the Company in the defense of such claim, including by making available to the Company all relevant information under its control.

(b) The Company shall as of the Effective Date of this License furnish to the Town evidence of a Commercial General liability insurance policy, in the form of a certificate of insurance naming the Town as an additional insured, which policy or policies or replacements thereof shall remain in effect throughout the term of this License at the cost and expense of the Company. Said policy and replacements shall be in the amount of Three Million Dollars (\$3,000,000.00) combined single limit per occurrence for bodily injury and property damage. In addition, the Company shall carry Worker's Compensation insurance for its employees in such amounts as is required by the laws of the



Commonwealth of Massachusetts; and Automobile Liability in the amount of Three Million Dollars (\$3,000,000.00) combined single limit per occurrence for bodily injury and property damage. All insurance policies shall be issued by a company or companies authorized to do business in the Commonwealth of Massachusetts. The insurance coverage herein above referred to may be included in one or more policies covering other risks of the Company or any of its affiliates, subsidiaries or assigns.

#### Section 14. Accountability

(A) The Company, at the request of the Town shall make available the following information.

(1) All publicly available reports required by or voluntarily submitted to the Commission and the FCC by the Company related to its operation of the Cable Television System or its conduct of business in the Town.

(2) A report setting forth the physical miles of plant construction and plant in operation for the year, and copies of all materials required by this agreement to be given to subscribers.

(3) The following financial reports:

(a) An ownership report indicating all persons who at any time during the preceding year did control or benefit from an interest in this License of five percent (5%) or more.

(b) A copy of the annual report of the Company or its corporate parent(s) including financial information that has been prepared by a nationally recognized independent certified accounting firm.



(c) A report on the placement of any limited partnership offering affecting the Cable Television System, if any, including the amount subscribed and the amount paid in.

(d) An annual list of officers and members of the Board of the Company or of any parent corporation.

(5) Performance testing results as submitted to the FCC and Commission.

(B) The Company shall maintain the following records for as long as necessary for its business purposes:

(1) A record of all service calls including the date and time the complaint was received, nature of complaint, date and time resolved, and action taken to resolve.

(2) A log showing the date, approximate time and duration, type and probable cause of all Cable Television System outages, whole or partial, due to causes other than routine testing or maintenance.

(C) As necessary to determine compliance with the terms of this Franchise, the Town reserves the right to inspect any and all records that the Company is required to maintain pursuant to this agreement upon reasonable notice and during normal business hours. The Company shall promptly make such materials available at its local business office. Nothing contained herein shall require the Company to make available personally identifiable information about a subscriber in violation of Federal law.

(D) At the request and invitation of the Town during the term of this agreement, an appropriate representative of the Company shall appear at public sessions



scheduled by the Town to answer the inquiries of representatives of the Town and the residents of the Town pertaining to the operation of the Cable Television System in the Town.

(E) At the request of the Town the Company shall provide to the Town copies of all general correspondence to its subscribers within the Town. The Company shall provide its subscribers and the Town 30 days prior written notice of all service additions, deletions, or realignments as required by applicable law and regulations.

#### Section 15. Rates

(A) Subject to federal law, Licensee shall notify the Issuing Authority and its Subscribers at least thirty (30) days in advance each time its rates for cable television service are increased, including adjustments to all monthly service charges, installation fees and equipment rental fees, if applicable, but excluding promotional activities and competitive practices.

The Company shall provide to the Town and each subscriber a complete schedule of all residential rates and charges for all residential services provided by the Company in the Town as required by law.

(B) The Town reserves the right to regulate rates to the extent consistent with applicable law.

(C) The Company shall not illegally discriminate against individuals in the establishment and application of rates and charges for cable service.

#### Section 16. Franchise Fee

(A) The Company shall pay to the Town annually throughout the term of this License a sum equal to two percent (2%) of Gross Revenues, as defined herein. Franchise



fees provided shall be paid within thirty (30) days of March 31. All fees shall be accompanied by a revenue summary statement executed by an appropriate official of the company. The Town reserves the right to vary the percent of the Gross Revenues-based sum on an annual basis between two percent (2%) and five percent (5%). Upon the effective date of this License, the fee shall be two percent (2%).

No acceptance of any payment shall be construed as an accord that such payment is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Town may have for further or additional sums payable based upon the provisions of this License renewal agreement.

(1) Underlying books and records of the Company may be audited on the Town's behalf only to the extent required to effect such independent audit of the statement and the Company shall cooperate fully with the Town and its agents in the conduct of the audit.

(B) The Company shall also pay annually to the Town the maximum license fee allowed under General Laws 166A.

#### Section 17. Right to Inspect Books – Regulatory Officer

(A) The Town reserves the right to inspect all of the Company's books, records, maps, plans financial statements and other similar material of the Company, insofar as they relate to the terms and conditions of this Agreement and the performance of the obligations hereunder, upon reasonable notice to the Company and during normal business hours.

(B) The Town Board of Selectmen shall designate the Town Administrator as the official who shall be responsible for administration of the License.



#### Section 18. Termination

(A) In addition to all other rights reserved to the Town under this Agreement, or by law, and not in substitution thereof, the Town reserves the right to terminate this Agreement, in the sole discretion of the Town in the event that the Company shall be in default of or fail to comply with any material term, condition, requirement or limitation contained in this License specified in Section 18(B).

(B) The Town may revoke this agreement for the following material breaches of this agreement:

(1) Failure to pay fees the Company agrees are due the Town, if the amount to be tendered under this agreement is in dispute, failure to pay fees due the Town as finally determined by a court of competent jurisdiction;

(2) Failure to maintain insurance at the levels required by this agreement.

(3) Failure to obtain prior approval of the Town for transfer of the License as required by agreement.

(4) Knowingly reporting fraudulent material information to the Town .

(C) No revocation provided for in this section shall be effective unless and until the Town shall have provided:

(1) Prior written notice of the violation of at least thirty (30) days to the Company, and the Company fails to correct the violation in such time period or, if the violation cannot be corrected in such time period, failure to take all reasonable steps to do so.



(2) An opportunity has been provided for the Company to be fully and fairly heard in a public session of the Town Board of Selectmen duly advertised to the public and held within 60 days of the aforementioned notice and the Town Board of Selectmen has voted to revoke the License.

(D) Upon termination of the License or of any renewal thereof by passage of time or otherwise and without right of renewal, the Company shall upon direction of the Town remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public places in, over, under or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Town may deem any property not removed as having been abandoned.

(E) In no event, and notwithstanding any contrary provision in this section or in this agreement, shall this License be subject to termination or revocation or the Company be liable for breach of this agreement during the period of time where substantial noncompliance or failure to take reasonable steps to remedy a duly noticed material provision, is due to war, government restrictions, embargo, civil commotion, failure of suppliers, strikes or work stoppage, fires, and any act of God or other similar condition beyond the control of the Company. The Company shall be released from specific obligations herein so affected during the course of any such conditions, and the time specified for performance of the Company's obligations hereunder shall automatically extend for a period of time equal to the period of the existence of any such condition which interferes with the performance of the Company's obligations.



(F) The Company retains all rights of judicial appeal provided by Federal and State law or regulation.

#### Section 19. Abandonment of Service

The Company is expressly prohibited from abandoning any service to any area of the Town or any portion thereof without the written consent of the Town. In the event the Company makes a showing of financial loss without any reasonable expectation of terminating such losses, such written consent shall not be unreasonably withheld.

#### Section 20. Restrictions Against Assignment and Other Transfers

(A) Excepting conveyances of real and personal property in the ordinary course of business neither the License granted herein, nor any rights or obligations of the Company in the Cable Television System or pursuant to this agreement, nor any significant part of the system in the rights of way, shall be assigned, sold or transferred, in any manner, in whole or in part, to any person, either by act of the Company, by act of any person holding control of or any interest in the Company or in the Cable Television System or the License granted herein, by operation of law, or otherwise without the prior written consent of the Town which will not be unreasonably withheld or delayed. However, no consent shall be required for such transfer to an entity under common control with the Company.

No change in control or controlling interest of the Company, the Cable Television System or the License granted herein shall occur after the effective date hereof, by act of any person holding control of the Company, the Cable Television system or the License granted herein, by operation of law or otherwise without the prior written consent of the Town which will not be unreasonably withheld or delayed. For purposes of this



subdivision, the term "control" shall mean "effective majority control or actual working control.

#### Section 21. Equal Employment Opportunity

The Company shall not refuse to hire or employ nor discharge or bar from employment nor discriminate against any person in compensation or in terms, conditions and privileges of employment because of age, race, creed, color, national origin or sex.

#### Section 22. Notice

Any inquiry, proceeding, investigation or other action to be taken or proposed to be taken by the Town in regard to the operations of the Company's Cable Television System shall be taken only after thirty (30) days public notice of such action or proposed action is served directly on the Company; and the Company and all interested parties and citizens have been given an opportunity to respond in writing and/or at a hearing as may be specified by the Town.

#### Section 23. Severability

In the event that any provision of this Agreement should be invalid by a court or regulatory agency of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.



IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date first above written.

WITNESS:

BY TIME WARNER ENTERTAINMENT-  
ADVANCE/NEWHOUSE PARTNERSHIP,  
through its Albany Division

By: John F. Herbert Jr.

Name: John Herbert

Title: CFO - East Region

Date: 2/2/2010

WITNESS:

TOWN OF RICHMOND

By: RW Manzolini

Name: RW MANZOLINI

Title: Chair - Select Board

Date: 1/5/11



**EXHIBIT B**



**TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP  
d/b/a TIME WARNER CABLE**

**REGIONAL AND DIVISION OFFICERS**

**EAST REGION**

Carol Hevey  
John F. Herbert, Jr.  
Jeffrey A. Hirsch

Executive Vice President, East Region  
Regional Chief Financial Officer, East Region  
Interim Regional Chief Marketing Officer, East Region

Ken Fitzpatrick  
Henry Hryckiewicz  
Mike Munley

President, Commercial Services, East Region  
President, Network Operations & Engineering, East Region  
President, Residential Services, East Region

Paul Baccellieri  
Seth Feit  
David Gray  
Susan Leepson  
Chris Van Name  
Steve Scheper

Regional Vice President, Finance, East Region  
Regional Vice President, Human Resources, East Region  
Regional Vice President, Marketing, East Region  
Regional Vice President, Communications, East Region  
Regional Vice President, Sales, East Region  
Regional Vice President, Customer Care, East Region

Darrel Hegar  
Sue Reinhold  
Maureen Rooney

Regional Vice President, Operations, East Region - Carolinas  
Regional Vice President, Engineering, East Region - Carolinas  
Regional Vice President, Commercial Services, East Region - Carolinas

Jack Stanley

Regional Vice President, Government Relations, East Region - Carolinas

Rita Brown

Regional Vice President, Commercial Services, East Region - Northeast

Terence Rafferty

Regional Vice President, Operations, East Region - Upstate New York

**Albany**

John Quigley  
Gerry-Lynn Bresler  
Rick Nielsen  
Mary Ellen Olenyk  
Gary Withey

Regional Vice President, Operations, Albany  
Vice President, Finance, Albany  
Vice President, Engineering, Albany  
Vice President, Human Resources, Albany  
Vice President, Technical Operations, Albany

**Central New York**

Henry Pearl  
John Melveney  
Joseph Straub

Vice President, Engineering, Central New York  
Vice President, Marketing, Central New York  
Vice President, Finance, Central New York



**Western New York**  
David F. Fraass, Jr.  
Mike Neal

Vice President, Customer Care, Western New York  
Vice President, Marketing, Western New York

**MIDWEST REGION**  
Terrence D. O'Connell

Rhonda B. Fraas

John E. Bell  
Randy Cicatello

Marsha Conaway  
Gregg DiPaolo  
Donald Erickson  
Mary Jo Green  
Robert Sheehan

Douglas Whiting

Steven A. Bertsch  
Tom Antunes  
Mark Holmes  
David Kreiman

**Kansas City/Nebraska**  
Stephen Scott Miller

**WEST REGION**  
William R. Goetz, Jr.  
Amos Smith

John Keib  
John Owen  
Matthew Stanek

Pat Berry  
Eric Burton  
Clarence Caldwell  
Kim Congdon  
Bill Erickson  
Patricia Fregoso  
Jim Gordon  
Deane Leavenworth  
Lee Short

Executive Vice President, Midwest Region

President, Residential Services, Midwest Region

Regional Vice President, Business Services, Midwest Region  
Regional Vice President, Field Engineering Operations, Midwest Region (West Region)

Regional Vice President, Human Resources, Midwest Region  
Regional Vice President, Marketing, Midwest Region  
Regional Vice President, Finance, Midwest Region  
Regional Vice President, Communications, Midwest Region  
Regional Vice President, Commercial Operations, Midwest Region

Regional Vice President, Customer Care, Midwest Region

Vice President & Regional Controller, Midwest Region  
Vice President, Teleservices, Midwest Region  
Vice President, Region Finance, Midwest Region  
Vice President, Regional Commercial Finance, Midwest Region

Area Vice President, Operations, Kansas City/Nebraska

Executive Vice President, West Region  
Regional Chief Financial Officer, West Region

President, Residential Services, West Region  
President, Commercial Services, West Region  
President, Network Operations & Engineering, West Region

Regional Vice President, Human Resources, West Region  
Regional Vice President, Customer Care & IT, West Region  
Regional Vice President, Engineering, West Region  
Regional Vice President, Human Resources, West Region  
Regional Vice President, Marketing, West Region  
Regional Vice President, Local Programming, West Region  
Regional Vice President, Communications, West Region  
Regional Vice President, Government Affairs, West Region  
Vice President & Regional Controller, West Region



Bob Barlow	Regional Vice President, Operations, Hawaii
David Montierth	Regional Vice President, Commercial Services, So. California, Mountain West, Hawaii
Debi Picciolo	Regional Vice President, Operations, Southern California
Harlan Cook	Vice President, Operations, Commercial Services, Los Angeles
Scott Petre	Vice President, Commercial Services, Los Angeles
Gordon Harp	President, Residential Services, Texas
Nina Facini	Regional Vice President, Finance, Texas
Marie T. Grumbles	Regional Vice President, Customer Care & IT, Texas
Jon Gary Herrera	Regional Vice President, Communications, Texas
Ronald N. McMillan	Regional Vice President, Government Relations, Texas
Juan L. Munoz	Regional Vice President, Human Resources, Texas
Michael Petty	Regional Vice President, Commercial Services, Texas
Corky Roth	Regional Vice President, Marketing, Texas
Kenneth Miller	Vice President & Regional Controller, Texas
Joseph Morris	Vice President of Community Solutions, Texas
<b>Central Texas</b>	
Kathy Brabson	Regional Vice President, Operations, Central Texas
Shannon Orcutt	Vice President, Finance, Central Texas
Ernest (Ed) Tagg	Vice President, Technical Operations, Central Texas
<b>North Texas</b>	
Robert V. Moel	Regional Vice President, Operations, North Texas
Christopher C. Loy	Vice President, Finance, North Texas
Michael McDonald	Vice President, Technical Operations, North Texas
<b>South Texas</b>	
Brad Wakely	Vice President/General Manager, South Texas
Peter Ritz	Vice President, Finance, South Texas
<b>National</b>	
Tom Feige	Regional Vice President, Operations, National
Stephen E. Hattrup	Vice President, Finance, National
Greg McMichael	Vice President, Customer Care, National

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#### **Local News Division**

Barry S. Rosenblum	Executive Vice President, Local News Division
Nina Facini	Regional Vice President, Finance, Local News Division
Steve Paulus	Regional Vice President, Local News Division
Bernardine Han	Vice President, News, Local News Division
Hector Reyes	Vice President, Human Resources, Local News Division



Joseph Paul Truncale II

Scott Christiansen

Patricia Obermeier

Alan Mason

Vice President, Technical Operations & Engineering, Local  
News Division

Vice President, Marketing, Local News Division

Vice President, Creative Services, Local News Division

Vice President/General Manager, News 14 Carolina



**EXHIBIT C**



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
11/18/2010 11:22:19 AM

<b>PRODUCER</b>		87422	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
MARSH USA INC. 1166 AVENUE OF THE AMERICAS NEW YORK NY 10036				
<b>INSURED</b>		153	<b>INSURERS AFFORDING COVERAGE</b>	
TIME WARNER ENTERTAINMENT - ADVANCE/NEWHOUSE PARTNERSHIP DBA TIME WARNER CABLE ALBANY DIVISION 4 FEDERICO DRIVE PITTSFIELD MA 01201			INSURER A: Commerce & Industry Insurance Company	19410
			INSURER B: Ins. Co. State of Pennsylvania	19429
			INSURER C: Navigators Insurance Company	42307
			INSURER D: ACE American Insurance Company	22667
			INSURER E: New Hampshire Insurance Co.	23841

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED) NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADPTL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	7146110	1/1/2010	1/1/2011	EACH OCCURRENCE	\$ 3,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 3,000,000
						GENERAL AGGREGATE	\$ 20,000,000
						PRODUCTS - COMP/OP AGG	\$ 5,000,000
E		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	MA - 6647474 VA - 6647473 AOS - 6647472	1/1/2010	1/1/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
D		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	G24902742	1/1/2010	1/1/2011	EACH OCCURRENCE	\$ 25,000,000
						AGGREGATE	\$ 25,000,000
							\$
E		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> If yes describe under SPECIAL PROVISIONS below	TX-020342136, FL-020342138 CA-020342139, AOS-020342133 ND,NY,OH,WA,WI,WY-020342137 OR-020342134, MA-020342135	1/1/2010	1/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
B						E.L. EACH ACCIDENT	\$ 2,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
		<b>OTHER</b> Ohio Bureau of W/C Monopolistic-WA W/C Excess Auto Only	20004115 735355 NY10EXC702201IV	12/1/2009 1/1/2010 1/1/2010	12/1/2010 12/31/2010 1/1/2011	Each Occurrence	\$ 2,500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
THE TOWN OF RICHMOND IS INCLUDED AS AN ADDITIONAL INSURED AIMA AS REQUIRED PER LICENSE AGREEMENT.

## CERTIFICATE HOLDER

TOWN OF RICHMOND  
ATTN: BOARD OF SELECTMAN  
TOWN HALL, 1529 STATE ROAD  
RICHMOND MA 01254

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*77 1/11*

© ACORD CORPORATION 1988



**EXHIBIT D**



## Billing Practices

This notice contains important information regarding your cable company's billing practices and consumer complaint procedures. We hope with your cooperation and by using the following procedures, any of your billing or other complaints can be resolved.

### GENERAL PROCEDURES:

- A. Please notify us by telephone or in writing concerning any service or billing complaint within thirty (30) days from receipt of your bill at the address and telephone number shown on the enclosed coupons or invoices.
- B. We will promptly investigate your complaint and respond to you in writing within twenty (20) working days of receipt of your letter or telephone call. If your dispute is still not resolved, you may contact Time Warner Cable, 1021 High Bridge Road, Schenectady, NY 12303, 1-866-321-2225.
- C. The customer is responsible for paying the undisputed portion of any current or future bill. Service shall not be discontinued due solely to nonpayment of the disputed portion of the bill while the dispute is under investigation.
- D. The customer is entitled to a credit for a complete service outage affecting any level of basic cable service or one or more premium services in excess of four (4) continuous hours. The customer must immediately notify Time Warner Cable orally or in writing of the outage. The customer must claim credit for the outage within ninety (90) days of its occurrence.
- E. If the billing or service complaint is not resolved within thirty (30) days of the date it is registered with Time Warner Cable Massachusetts customers may refer the matter to the Department of Telecommunications and Energy, Cable Television Division, 1 South Station, Boston MA, 02110, 1-800-392-6066.
- F. Service may not be disconnected for nonpayment on a federal holiday or any day Time Warner Cable's office is not open to accept payment. Time Warner Cable customers will be given at least eight (8) days written notice prior to disconnection.
- G. We request that you notify us at least two weeks before you would like any of your services discontinued, so that we may properly schedule the disconnection of your service. We will continue to charge your account until the disconnection of your service is complete. To avoid additional charges for your service, you have the option to return the equipment to our office on the date you want to disconnect. If the equipment is returned in good working condition, and your account is up-to-date, you will receive a refund for applicable security deposits and any advance payments for service. The refund process typically takes from six to eight weeks.

### Billing Disputes

- A. Customers shall have 30 days from the due date of the bill for the customer to register a complaint. Time Warner Cable shall notify the customer of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- B. The customer shall forfeit any rights under Section 207 of the Code of Massachusetts Regulations §10.07, if he or she fails to pay the undisputed balance within 30 days.
- C. Any customer in disagreement with the results of the Time Warner Cable's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Massachusetts Office of Consumer Affairs and Business Regulation, Dept. of Telecommunications and Energy, Cable Television Division (the "Cable Division") may accept a petition filed under 207 CMR 10.07(4).
- D. The customer or Time Warner Cable may petition the Cable Division to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- E. Upon receipt of a petition, the Cable Division may proceed to resolve the dispute if all parties agree to submit the dispute to the Cable Division and be bound by the Cable Division's decision and the Cable Division obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Cable Division may receive either written or oral statements from the parties, and may conduct its own investigation. The Cable Division shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefore.

### LATE CHARGES AND COLLECTION CHARGES:

- A. The due date for payment of monthly service charges appears on the Customer's bill and is not delinquent until 30 days following the billing due date. Late fees will be assessed 8 days following the date of delinquency.
- B. Delinquent accounts may be subject to a maximum charge of 5% of the balance due as a one-time late payment fee.
- C. Time Warner Cable may charge the customer a \$15.00 collection fee for payments collected at the customer's residence.
- D. Customers will be charged a processing fee for any checks returned.

### PARENTAL CONTROL DEVICES

Parental control devices are available for any channel, and are included with our addressable converter. Please contact our office to order.

## Technical Complaint Resolution Notice

In compliance with the requirements of Section 76.607 of the FCC Rules, we are required to inform you that Time Warner Cable has in effect the following procedures to insure any complaints that may arise concerning the technical quality of the cable television signals that we deliver are promptly and efficiently resolved:

All complaints received concerning the technical quality of cable television signals will be logged in on the same day of receipt, and the date, time and nature of the complaint will be noted, as well as the name, address, and telephone number of the complaining subscriber. These records are available for inspection by the FCC and municipal officials.

A technician will analyze the complaint and make an assessment as to its probable cause. Complaints concerning the technical quality of cable television signals will be investigated by a service technician the same or next business day, consistent with our ability to access your premises if such access is deemed necessary to resolve the complaint. If the problem can be resolved without a service call to your premises, you will be advised of this immediately and the resolution of the complaint will be noted in records maintained by the Technical Manager.

All efforts will be made by our technicians and other employees to resolve any complaints concerning the technical quality of service promptly and efficiently. If our technician fails to correct the problem, you may contact our office and we will review the complaint and the corrective action taken. All complaints concerning the technical quality of the cable television signals we provide should be put in writing to: **General Manager, Time Warner Cable, 1021 High Bridge Road, Schenectady, NY 12303.** If we are not able to take any further action to correct the problem, we will inform you of our determination and the reasons we cannot correct the problem. If you believe our investigation and handling of a complaint is deficient in some manner, you may contact the Mayor, Supervisor, Manager or other municipal official of your community as listed below:

Town of Dalton	462 Main Street	Dalton	MA	01226
Town of Richmond	1529 State Road, P.O. Box 81	Richmond	MA	01254
City of Pittsfield	City Hall, 70 Allen St.	Pittsfield	MA	01201





## TIME WARNER CABLE SUBSCRIBER PRIVACY NOTICE

### What This Privacy Notice Covers

This Notice describes our practices with respect to your "personally identifiable information" and certain other information. Personally identifiable information is information that identifies you and that you have furnished to us or that we have collected in connection with your receipt of our services. Personally identifiable information does not include aggregate or anonymous data or any individual bits of data that do not identify you. This Notice applies to all of our residential and commercial subscription services, including video, voice, telecommunications, data and security (collectively and individually, "Time Warner Cable Services"), whether provided individually or as part of a bundle of services.

This Notice also discusses your Customer Proprietary Network Information ("CPNI"). This is information about you that we obtain solely in connection with your receipt of our Digital Phone, Business Class Phone or commercial telecommunications services ("Phone Services"). CPNI consists of the information contained in your Phone Services bill and any other information about the quantity, technical configuration, type, destination, location and amount of your use of Phone Services. If you are a Phone Services customer, we have a duty under federal law to protect the confidentiality of your CPNI and you have the right to have the confidentiality of your CPNI so protected.

This Notice does not cover information that we may collect from our Internet portals and websites, each of which contains its own privacy notice, or any applications, web services or tools that you download or access from these portals and websites. You should also be aware that some of the content, applications and advertisements provided on these portals and websites may be provided by third parties even where the items appear to be hosted by Road Runner, Time Warner Cable's Broadband Internet Service. When you access these third parties' online content or services, your personally identifiable information may be transmitted to them. The policies described in this Notice do not apply to these third parties, which may have their own privacy policies.

This Notice does not cover third party on-line services that you may purchase with our data services (e.g., the services of EarthLink and other on-line providers ("OLPs")). These OLPs may have their own privacy policies.

Our website always contains the most current version of this Notice. See <http://help.twcable.com/html/policies.html>. We also provide you with a copy of our Notice upon initiation of service and annually thereafter. You may also obtain a copy of the current Notice by contacting your local TWC office or requesting one through [TWC.Privacy@twcable.com](mailto:TWC.Privacy@twcable.com).

We may modify this Notice at any time. If we do, we will update it on this web site. If you continue to accept our services after a change, then you are deemed to have accepted the change.

Six areas are covered by this Notice:

- the nature of personally identifiable information and CPNI collected about you and the way such information is used;
- the nature, frequency, and purpose of any disclosure that may be made of such information;
- disclosure of such information to governmental entities and through legal process;
- the period of time during which such information will be maintained
- the times and place you may have access to the information collected; and
- your rights under the Communications Act.

### 1. Collection and Use of Personally Identifiable Information and CPNI

#### A. Personally Identifiable Information

Under the Communications Act of 1934, as amended (the "Communications Act"), we may collect personally identifiable information (described below) over a cable system without your consent if it is necessary to provide our services to you or to prevent unauthorized access to services or subscriber data and we may collect other information that you consent to our collecting and that we will use as you direct. Below is a description of the information that we may collect, using the system or otherwise, about our users in order to provide our services and to prevent unauthorized access to our services.

Personally identifiable information: In order to provide any of our services to you, we may need to collect data about you, including your name; home, e-mail and work addresses; home, cellular and work telephone numbers; social security number; driver's license number; credit, credit card, debit card and bank information; billing and payment information; records of damage and security deposits; records of maintenance and repairs; the number of converters, cable modems or other cable equipment installed in your home or place of business (collectively, "TWC Equipment"); the number of television sets, telephones, computers and other equipment of yours that are connected to TWC Equipment or that receive the Time Warner Cable Services (collectively, "Customer Equipment"); the location and configuration of Customer Equipment; the service options you have chosen; the programs, features and services you have utilized; identifying information associated with the TWC Equipment (e.g., a serial number and/or MAC address of each converter box installed); performance history associated with the TWC Equipment; whether you rent or own your home or place of business (as this may impact installation issues); subscriber correspondence; records of violations and alleged violations of our terms of service; customer research and satisfaction data; and information from third parties that is commercially available, such as age, income and other demographic information.

We may remotely check the TWC Equipment and the Customer Equipment for purposes that include diagnostics and network security and maintain records of the results.

Other information: Our system, in delivering video services, may automatically log information concerning the use and performance of your TWC Equipment, including programming choices requested, the date and time of these choices, and information, services and products ordered from us or our advertisers. This data may be used for purposes that include allowing us to deliver desired information, products and services to you. For example, if you request on demand programming, we will need to collect information about your equipment along with the particular title ordered so that the right content is delivered to the right converter box. If the video ordered has a charge, we will



then need to personally identify this information by associating it with your billing account so that we bill the correct customer.

Another example of information that we collect while delivering digital video services is data necessary to provide switched digital services. Many of our systems use switched digital technology so we can deliver additional channels and services. To do so, we need to collect your tuning choices along with information about your equipment to ensure that desired channels are delivered to you when you request them. While this information is temporarily associated with your equipment in order to provide these services, it will not be once the equipment identification is no longer needed for operations, troubleshooting and billing purposes. This anonymous information may be preserved and used as described in the next paragraph. We do not disclose to others for their marketing or advertising purposes any personally identifiable information that may be derived from this collection.

Finally, in delivering a video service, we also track information about your use of TWC Equipment in a non-personally identifiable manner and we may combine this information with other non-personally identifiable information. This aggregate or anonymous information may be used for research and to determine which programming and commercials are being watched, which may assist us in determining the networks that should be delivered via switched digital, in paying our providers for video on demand programming, in informing us, advertisers and programmers how many impressions were received and generally making programming and advertising more relevant to our customers. None of this data will be used to personally identify you.

If you use a web-based email service, we do not collect any information regarding the emails that you send and receive. If you use email provided by Road Runner or your OLP, our system may automatically collect and log email header information. We have access to personally identifiable information about you and your data account, including the name and address associated with a given IP address or, possibly, one or more e-mail accounts. We may also have information about how often and how long you use our service, including the amount of bandwidth used; technical information about your computer system, its software and modem; and your geographical location. We do not disclose to others for their marketing or advertising purposes any personally identifiable information that may be derived from this collection. Your OLP may have its own privacy policies.

Our system, in delivering and routing Digital or Business Class Phone service calls, may automatically log information concerning telephone numbers you call, telephone numbers from which you receive calls, the duration of such calls, the service features and functions you use, the frequency of such use and other CPNI for the uses described below.

The data that we collect from you, as described above, may be used, depending on the nature of the data, for various purposes such as the following: to make sure you receive the services you have requested; to make sure you are being billed properly for the services you receive; to send you pertinent information about our services; to maintain or improve the quality of the TWC Equipment and the Time Warner Cable Services; to answer questions from subscribers (e.g., for troubleshooting); to ensure compliance with relevant law and contractual provisions; to market Time Warner Cable Services and other products that you may be interested in; and for tax and accounting purposes.

#### B. Customer Proprietary Network Information ("CPNI")

We may, from time to time, use the CPNI generated in furnishing Phone

Services to you to provide you with information about, and to market to you, communications-related products or services that are within the same category of service to which you already subscribe. For instance, we may use the CPNI generated in furnishing Digital Phone telephone service to you to provide you with information about, and to market to you, other telephone service offerings.

We may, from time to time, use the CPNI generated in furnishing Phone services to you to provide you with information about, and to market to you, communications-related products or services that are outside of the category of service to which you already subscribe. For instance, we may use the CPNI generated in our furnishing Digital Phone service to you to provide you with information about, and to market to you, data services. You have the right to restrict our use of your CPNI for such purposes. If you wish to do so, please notify us in writing at our main local office, which will be noted in your cable bill, by calling 611 from your Digital Phone, or by selecting "opt-out" from the electronic version of this Time Warner Cable Subscriber Privacy Policy, which is available online at [http://help.twcable.com/html/twc\\_privacy\\_notice.html](http://help.twcable.com/html/twc_privacy_notice.html). Please include your name, account number, telephone number and address on any written request. If you do not notify us within 30 days of this notification that you wish to restrict our use of your CPNI, we will assume that you approve of our use of CPNI for this purpose.

We will not use your CPNI to offer products or services to you without your permission that the FCC classifies as non-communications related (including video services) or that are offered by other companies or by joint ventures in which we participate. You may, for example, be asked during a telephone call with one of our customer service representatives for your permission to use your CPNI for the purpose of providing you with an offer. If you provide your permission orally, electronically or in writing, we will use or disclose the CPNI only for the duration of that telephone call in order to offer you additional services.

Please note that if you opt out or otherwise deny or restrict our use of your CPNI, it will not affect our provision to you of any Time Warner Cable Services. Any permission or denial of permission to use your CPNI remains valid until such time as your Phone Services are discontinued or we receive your notice withdrawing permission.

#### 2. Disclosure of Personally Identifiable Information and CPNI

Under the Communications Act, we may only disclose personally identifiable information covered by the Act without your prior written or electronic consent if: (1) it is necessary to render, or conduct a legitimate business related to, the services that are provided to you; (2) such disclosure is required by law; or (3) for mailing lists, subject to the conditions described below. We may also disclose personally identifiable information and CPNI when you consent to the disclosure. Below is a description of our disclosure practices.

In the course of providing Time Warner Cable Services to you, we may disclose your personally identifiable information to our employees, related legal entities, agents, vendors acting under our direction, including repair and installation subcontractors, sales representatives, accountants, billing and collection services, and consumer and market research firms, credit reporting agencies and authorized representatives of governmental bodies. We may also disclose such information to advertisers and vendors for purposes of carrying out transactions you request. Upon reasonable request, personally identifiable



information may be disclosed to persons or entities with an equity interest in our related legal entities when they have a legal right to inspect our books and records. Also, if we enter into a merger, acquisition or sale of all or a portion of our assets, your personally identifiable information may be transferred as part of the transaction.

In addition, if you receive our data service, information, including IP addresses, may be disclosed to third parties in the course of providing the service to you. Recipients of such information may include, in addition to those persons listed above, entities that provide content and/or services to us or your OLP.

Unless you object, the Communications Act also permits us to disclose limited personally identifiable information to others, such as advertisers and direct mail companies, for non-cable-related purposes, such as direct marketing. Under the Communications Act, these disclosures are limited to the following "mailing list information": your name, address and, except in California, the particular non-phone services to which you subscribe (e.g., HBO or other premium channels, or tiers of service). In addition, we may add to this mailing list information commercially-available information about you that is obtained from third parties, such as your age, income, and other demographic or marketing information. Mailing list information does not include the extent of your viewing or use of a particular service, including the extent of your use of Road Runner or your OLP service, the nature of any transaction you make over the cable system, or any information that constitutes CPNI. We may disclose or sell such mailing list information from time to time. If you wish to be removed from our mailing list, please notify us in writing at our main local office, which will be noted on your cable bill, or by sending an e-mail to [TWC.Privacy@TWCable.com](mailto:TWC.Privacy@TWCable.com). Please include your name and address on any such request.

In addition, we may disclose, in connection with the provision of services to you and pursuant to the consent you granted in your Subscription Agreement, the personally identifiable information described in Section 1 in order to fulfill transactions that you request, to personalize your online experience, as required by law (including as described in Section 3 of this Notice), and as otherwise necessary in the ordinary course of business. The frequency of such disclosures varies according to business needs.

If you are a Phone Services customer, we must disclose certain of your personally identifiable information and CPNI to 911 services and to you or your designee upon your express authorization. We will also disclose limited personal information to telephone companies so that your calls can be properly routed. When you dial a toll-free number, the party you are calling may identify your telephone number using a telephone network technology called Automatic Number Identification (ANI). FCC rules prohibit parties that receive calls on toll-free numbers from distributing these telephone numbers.

Your name, address and/or phone number are provided to those you call in connection with Caller ID functions. You may dial \*67 to prevent display of your Caller ID. Dialing \*82 resumes its display.

We will provide your name, phone number and address to directories and 411 services. If you subscribe to our Private Listing service, we will take reasonable precautions to ensure that your information is not provided, but we cannot guaranty that errors will not occur. If you would like more information on the Private Listing service, please contact your local Time Warner Cable office.

### 3. Disclosure of Information to Governmental Entities and Other Legal Process

Federal law also requires us to disclose personally identifiable information to a governmental entity or other third parties pursuant to certain legal process. Generally, this process requires a court order and, if the order is sought by a governmental entity, you are afforded the opportunity to contest in court any claims made in support of the court order sought, and the governmental entity must offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case. However, there are exceptions to this general rule in areas including the Electronic Communications Privacy Act, which allows personally identifiable information to be obtained in some circumstances by governmental entities through a subpoena, warrant or court order; welfare laws, which allow state welfare agencies to obtain by administrative subpoena the names and addresses of individuals who owe or are owed welfare support; child pornography statutes, which impose an affirmative duty on us to disclose certain information upon knowledge; and counterintelligence laws, which require us to provide information based on National Security Letters. At times, laws like these or specific court orders may require that we not disclose to you the existence of demands for your personally identifiable information. We will honor these laws and orders. We will comply with legal process when we believe in our discretion that we are required to do so. We will also disclose any information in our possession to protect our rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

### 4. Time Period That We Retain Personally Identifiable Information

We maintain personally identifiable information about subscribers for as long as it is necessary for business purposes. This period of time may last as long as you are a subscriber and, if necessary, for additional time so that we can comply with tax, accounting and other legal requirements. When information is no longer needed for these purposes, it is our policy to destroy or anonymize it.

### 5. Access to Records

Under the Communications Act, you have the right to inspect our records that contain personally identifiable information about you and to correct any errors in such information. If you wish to inspect these records, please notify us in writing and an appointment at our local business office will be arranged during our regular business hours.

### 6. Your Rights Under the Communications Act

We are providing this Notice to you in accordance with the Communications Act. The Communications Act provides you with a cause of action for damages, attorneys' fees and costs in federal District Court should you believe that any of the Communications Act's limitations on the collection, disclosure, and retention of personally identifiable information have been violated by us. Your Subscription Agreement contains your agreement that, to the extent permitted by law, any such claims will be decided in arbitration and attorneys' fees and punitive damages will not be available.

If you have any questions about this Privacy Notice, please contact us at [TWC.Privacy@TWCable.com](mailto:TWC.Privacy@TWCable.com). August 2009

PRV/J-53894



**EXHIBIT E**



## Pittsfield Channel Guide

### BASIC SERVICE\*

2	WMHT/PBS
3	WSHM/CBS
4	WCWN
5	WCVB/ABC Boston
6	WRGB/CBS
7	WXXA/FOX
8	WNYA
9	YNN-Your News Now
10	WTEN/ABC
11 / 585	TWCS
12	WGBY/PBS

13	WNYT/NBC
14	WWLP/NBC
15 / 405	TBS
16	Public Access
17	Education Access
18	Government Access
19	TV Guide Channel
20	WYPX/ION Television
21/1115	HSN
22/1109	QVC
69	Shop NBC (requires converter)
91	WRNN (requires converter)

## Pittsfield Channel Guide (continued)

### STANDARD SERVICE

23 / 555	Weather Channel
24 / 601	ESPN
25 / 605	ESPN2
26	Comcast SportsNet NE
27 / 401	TNT
28 / 403	USA Network
29 / 432	AMC
30 / 424	Lifetime
31 / 414	FX
32 / 140	Cartoon Network
33 / 101	Nickelodeon
35 / 105	ABC Family
36 / 412	Comedy Central
37 / 205	Discovery
38 / 442	A&E
39 / 220	History Channel
40 / 230	TLC
41 / 310	HGTV
42 / 325	Food Network
43 / 110	Disney
44 / 645	Versus
45 / 452	truTV
46 / 520	CNN
47 / 530	CNN Headline News
48 / 540	CNBC
49 / 535	MSNBC
50	New England Cable News
51 / 640	Golf Channel
52 / 570	C-SPAN
53 / 550	Fox News
54	NESN
55 / 436	Spike TV
56 / 1201	VH-1
57 / 1201	MTV
58 / 434	Turner Classic Movies
59 / 446	Bravo
60 / 420	E!
61 / 416	Syfy Channel
62 / 901	Univision
63 / 407	TV Land
64 / 426	Lifetime Movie Network
65 / 428	WE
66	Discovery Health
70 / 375	EWTN
78 / 201	National Geographic
79 / 438	BET
235	Animal Planet (requires converter)
301	Travel Channel (requires converter)
345	Oxygen (requires converter)
422	SoapNet (requires converter)
575	C-SPAN2 (requires converter)
665	Speed Channel (requires converter)
1225	CMT (requires converter)

### DIGITAL TIER\*\*

1	Menu
103	TeenNick
115	Disney West
120	Toon Disney
125	The Hub
142	Boomerang
145	Nick Jr.
200	ThinkBright
201	National Geographic
210	Military Channel
221	History Channel International
222	Biography
225	The Science Channel
315	DIY
320	Fine Living

330	Fit TV
340	Lifetime Real Women
355	Style
365	Ovation
370	Trinity Broadcasting Network
409	Game Show Network
410	National Geographic Wild
415	Chiller
418	G4
423	WXXA2*
429	Reelz
430	Hallmark
444	Slueth
447	LOGO
448 / 792	IFC
450	BBC America
511	Traffic Now
515	NY1 News
525	CNN International
532	WMHT World*
545	CNBC World
551	Fox Business
554	WTEN Storm Tracker*
556	WNYTDT2*
560	Current TV
565	Bloomberg Television
580	C-SPAN 3
606	ESPNU
615	ESPN News
650	OTB
660	Fox Soccer Channel
677	NBA TV
796	Sundance
917	mun2
1107	TWTV7
1119	America's Auction Network
1120	Shop NBC
1121	The Gem Shopping Network
1122	On TV 4U
1123	CSHP
1124	HCP
1125	CornerStore TV
1202	MTV2
1205	FUSE
1211	VH-1 Classic
1215	Centric
1220	Great American Country
1895	Retro TV*
1896	WRGB2*
1897	WGBY World*
1898	WGBY Kids*
1899	WGBY Create*

### TWC SPORTS PASS\*/

661	Tennis Channel
662	ESPN Classic
663	CBS College Sports
667	Fuel
668	Fox Sports West
669	Fox Sports South
670	Fox Sports Atlantic
671	Fox Sports Central
672	Fox Sports Pacific
673	Fox Soccer Plus
674	Fox Deportes
675	NHL Network
676	Sports South
678	Big Ten Network
679	GOL TV
684	The Sportsman Channel
685	Outdoor Channel

### PREMIUMS ON DEMAND

700	HBO On Demand
720	Cinemax On Demand
740	Showtime On Demand
760	TMC On Demand
770	Starz! On Demand

### DIGITAL PREMIUM SERVICES\*

701	HBO
702	HBO2
703	HBO Signature
704	HBO Family
705	HBO Comedy
706	HBO Zone
707/920	HBO Latino
708	HBO West
709	HBO2 West
710	HBO Signature West
711	HBO Family West
712	HBO Comedy West
713	HBO Zone West
714/921	HBO Latino West
721	Cinemax
722	More Max
723	Action Max
724	Thriller Max
725	Cinemax West
726	More Max West
727	Action Max West
728	Thriller Max West
729	W Max
730	@ Max
731	5 Star Max
732	Outer Max
741	Showtime
742	Showtime 2
743	Showtime 3
744	Showtime Extreme
745	Showtime Beyond
746	Showtime West
747	Showtime 2 West
748	Showtime 3 West
749	Showtime Extreme West
750	Showtime Beyond West
751	Showtime Next
752	Showtime Family Zone
753	Showtime Women
754	Showtime Next West
755	Showtime Family Zone West
756	Showtime Women West
761	The Movie Channel
762	The Movie Channel Extra
763	The Movie Channel West
764	The Movie Channel Extra West
771	Starz!
772	Starz! Edge
773	Starz! InBlack
774	Starz! Kids & Family
775	Starz! Cinema
776	Starz! West
777	Starz! Cinema West

### ENCORE THEMATICS\*

781	Encore
782	Encore Love
783	Encore Westerns
784	Encore Action
785	Encore Mystery
786	Encore Drama
787	Encore WAM
788	Encore West

### TWC MOVIE PASS\*/

790	Fox Movie Channel
794	Flix
795	TWC Movie Pass On Demand
1777	TWC Movie Pass HD On Demand

### FAMILY CHOICE TIER\*/

34 / 110	Disney
120	Toon Disney
125	The Hub
142	Boomerang
145	Nick Jr.
225	The Science Channel
41 / 310	HGTV
315	DIY
42 / 325	Food Network
330	Fit TV
47 / 530	CNN Headline News
23 / 555	The Weather Channel
575	C-SPAN2
580	C-SPAN3
907	La Familia

### TWC EN ESPAÑOL\*/

901	Univision
902	Galavisión
903	Telefuturo
905	Telemundo
907	La Familia
909	Boomerang
910	Discovery en Español
912	EWTN
913	History en Español
914	CNN en Español
915	ESPN Deportes
916	Fox Deportes
917	Mun2

### INTERNATIONAL PREMIUM SERVICES\*

930	RAI International
980	Zee TV
985	TV Asia

### DIGITAL HOME THEATRE\*

109	Disney On Demand
800	IN DEMAND Previews
801-802	IN DEMAND PPV
803	PPV HD
865	Here TV On Demand
867	Howard Stern On Demand
870	Playboy PPV
871	Playboy premium channel
875	Club Jenna
880	Shorteaz
890	Penthouse TV
891	Vavoom
892	SexSee
893	TEN
895	Adult On Demand
900	Español Movies On Demand
1010	Movies On Demand
1012	Movies On Demand International
1013	Movies On Demand Kids and Teens
1014	Movies On Demand Classics
1018	Movies On Demand Thriller



**EXHIBIT F**



## Rates and Service Fees

Per Month

<b>A. Cable Service:</b>	
• Basic*	\$ 9.10
• Basic Plus Standard	\$61.95
<b>B. Digital Cable (requires digital converter):</b>	
• Digital Tier with Navigator (includes on-screen program guide, 48 music channels and access to 21 pay-per-view channels)	\$ 6.45
<b>C. Digital Premium Services:*</b>	
• Home Box Office (HBO) (includes On Demand access)	\$15.95
• Cinemax (includes On Demand access)	\$15.95
• Showtime & The Movie Channel (includes On Demand access)	\$15.95
• Starz! (includes On Demand access)	\$15.95
<b>D. Additional Digital Services:</b>	
• Time Warner Cable Movie Pass*/	\$ 9.95
• Playboy (monthly)*	\$19.95
• TV Asia or Zee TV (individually)*	\$ 9.95
• RAI International*	\$ 9.95
• Encore Thematics (8 screens)*	\$ 3.00
• TWC en Español*/	\$ 4.95
• Time Warner Cable Sports Pass*/	\$ 5.95
• HD Premium Tier**	\$ 4.95
• Disney On Demand*	\$ 3.99
• Here TV On Demand	\$15.95
• Howard TV On Demand	\$13.99
• Digital Video Recorder Service (DVR primary)*	\$12.95
• Digital Video Recorder Service (DVR additional)*	\$11.95
• Family Choice Tier*/*	\$12.99
<b>E. High Speed On-line Services:</b>	
• Road Runner Lite	\$29.95
• Road Runner	up to \$54.95
• Turbo Road Runner (add-on service)+	\$ 9.95
• Turbo Road Runner Extreme (add-on service)+	\$20.00
• Wideband (not available in all areas)	\$99.95
• EarthLink	\$45.95
• Local.Net	\$45.95
• Wireless High Speed Internet Access	\$10.00
<b>F. Equipment Charges</b>	
• Converter (addressable; analog, digital, DVR or HDTV)	\$ 7.00
• Remote Control	\$ .30
• CableCARD	\$ 2.50

## Rates and Service Fees (continued)

<b>G. One Time Charges:</b>	
Primary installation (includes 1 additional outlet)	\$42.50
Reconnection (at pole)	\$29.99
High Speed Online	\$39.99
Wireless	\$49.99
Additional outlet (per outlet)	\$24.99
Upgrade/Downgrade	\$29.99
Equipment pick-up, separate trip required	\$29.99
Live Agent Billing Processing Fee	\$ 5.00
Soft reconnection fee	\$ 5.00
<b>H. Professional Home Visit</b>	\$17.99

### Service Level / Converter Requirements

- \*Includes broadcast network digital signal as available with required equipment and associated monthly charge.
- \*Requires subscription to Basic or Basic Plus Standard Service and Digital converter or CableCARD.
- \*\*Requires subscription to Basic Plus Standard and Digital Cable with Digital converter or CableCARD.
- \*/Requires subscription to Basic Plus Standard and Digital converter or CableCARD.
- ++Requires subscription to Basic Plus Standard and High Definition Digital converter.
- \*/Requires subscription to Basic only with Digital converter.
- +Requires subscription to Road Runner service.
- +/+ Requires subscription to Time Warner Cable Sports Pass.

Rates and lineups are subject to change.

Rates shown are subject to applicable taxes and regulatory fees.  
Not all services available in all areas or to CableCard customers.



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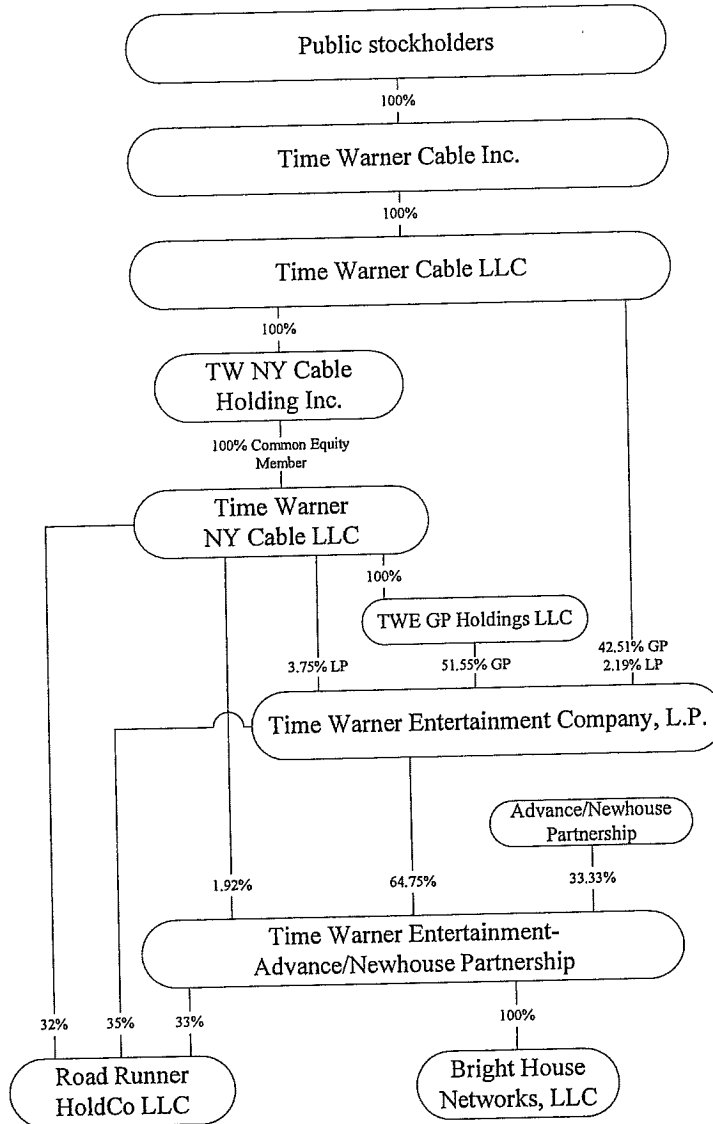
**EXHIBIT G**



**EXHIBIT H**



# Time Warner Cable Corporate Structure as of 11/12/10





**EXHIBIT I**



**Exhibit I**

The Company currently provides a state-of-the-art 2-way hybrid fiber/coax system.

A map of the cable plant in the Town of Richmond is enclosed.